

COPYRIGHT NOTICE, INTELLECTUAL PROPERTY AND BRAND ASSETS

Last updated 12 September 2026

Policy reference: POL-IP-01
Terms reference: clause 15; Schedules 5 and 6
Governing law: Copyright Act 98 of 1978; Trade Marks Act 194 of 1993

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This notice explains who owns the content on RVZ's websites and in RVZ's work, what you may and may not do with it, how RVZ handles the intellectual property of clients and third parties, how our trade marks and brand assets may be used, and how to report infringement. RVZ respects third-party rights and protects its own; ownership and licensing are clarified before use, publication or transfer.

1. Ownership of website and shop content

1.1 Unless otherwise indicated, all content on rvzgroup.co.za, shop.rvzgroup.co.za and RVZ's portals — text, graphics, logos, icons, photographs, illustrations, audio and video, product designs and print artwork, page layouts, the compilation and arrangement of content, databases, and the underlying software and source code — is owned by or licensed to RVZ International Group (Pty) Ltd and is protected by the Copyright Act 98 of 1978 (as literary, artistic, musical, cinematograph-film, sound-recording, computer-program or published-edition works), the Trade Marks Act 194 of 1993, the Designs Act 195 of 1993 where registered, the common law, and international treaties including the Berne Convention and the WTO TRIPS Agreement.

1.2 Copyright subsists automatically on creation; no registration is required in South Africa. The absence of a © symbol on any item does not mean it is free to use.

2. What you may do with our content

- View, browse and print pages for your personal, non-commercial use or for the purpose of doing business with RVZ, retaining all copyright and proprietary notices.
- Download and use documents that RVZ expressly makes available for download (policies, published reports, brochures, product size charts) for their intended purpose, without alteration.
- Share links to our pages, and quote short extracts for the purposes permitted by Copyright Act sections 12 to 19B (fair dealing for research, private study, criticism, review or reporting current events), with attribution to RVZ and the source.
- Use RVZ product images and descriptions to review or discuss a product you have purchased, provided the use is honest and not misleading.

3. What you may not do

Except as permitted above or with RVZ's prior written consent, you may not reproduce, copy, adapt, translate, distribute, publish, transmit, display, perform, broadcast, sell, license or create derivative works from any content; use content in a manner that suggests RVZ's affiliation with or endorsement of you or your products; remove, obscure or alter copyright, trade-mark or other notices; extract or reuse a substantial part of any database or product catalogue; reproduce RVZ Shop product designs on your own merchandise; or systematically collect content for machine-learning training as our Acceptable Use Policy describes.

Infringement may attract civil remedies (interdict, delivery-up, damages or a reasonable royalty, and additional damages under Copyright Act section 24(3)) and criminal penalties under section 27.

4. Intellectual property in client work

4.1 Background rights. Each party retains the intellectual property it owned or developed independently of the contract, including methods, templates, software, libraries, know-how, trade marks and pre-existing works (Terms clause 15.1).

4.2 Default deliverable licence. Unless a Schedule or quotation expressly provides an assignment, RVZ retains copyright in original deliverables and, after full payment, grants the client a non-exclusive, perpetual licence to use the final approved deliverable for the stated purpose, channels and territory (Terms clause 15.4). Drafts, unselected concepts and rejected work are excluded and remain RVZ's property (Schedule 5.2). Editable source files, raw assets, font files and working history are excluded unless expressly purchased or licensed (Schedule 5.3).

4.3 Assignments. Under Copyright Act section 22(3), an assignment of copyright or an exclusive licence is valid only if it is in writing and signed by or on behalf of the assignor. Payment alone does not imply an assignment (Terms clause 15.5). An exclusive licence, assignment, resale right, template right or merchandise right must be separately priced and recorded in writing (Schedule 5.4). Where a client requires full ownership, RVZ will provide a written deed of assignment for a stated fee.

4.4 Commissioned works. Section 21(1)(c) of the Copyright Act vests copyright in certain commissioned works (photographs, portraits, gravures, cinematograph films and sound recordings made for payment) in the commissioning party, subject to agreement to the contrary. RVZ's quotations and Schedules state expressly, for each such work, who owns copyright, so that the statutory default is either confirmed or displaced in writing.

4.5 Portfolio use. RVZ may identify completed public-facing work in its portfolio after public release, subject to confidentiality, third-party restrictions and any written opt-out (Terms clause 15.9).

5. Music, recordings and performers (RVZ Productions)

5.1 No master, composition, publishing, performer, neighbouring-rights or merchandise ownership transfers merely because RVZ records, produces, distributes or markets music; a signed production, recording, distribution or licence agreement must state the rights (Terms Schedule 6). Writers retain composition rights unless a written publishing assignment or licence provides otherwise, and all writers sign a split sheet before release (Schedule 6.2). Master ownership is determined only by the signed agreement; if it is silent, payment for production does not assign the master to either party (Schedule 6.3).

5.2 Each featured artist, producer and session performer signs the consent, release and remuneration documentation required by the Performers' Protection Act 11 of 1967 (as amended) and contract (Schedule 6.4). Every sample, beat, interpolation, loop and third-party recording must be identified and cleared for both composition and master rights before release; "royalty-free" does not mean unrestricted (Schedule 6.5).

5.3 Registration with collecting societies — SAMRO (performing rights), CAPASSO (mechanical rights), SAMPRA and IMPRA (needletime for record companies and performers) — is the rights holder's responsibility unless RVZ is expressly appointed in writing (Schedule 6.9). Where a licence is needed to play recorded music at an RVZ event, RVZ or the venue obtains it from SAMRO and SAMPRA as the Copyright Act sections 9 and 9A require.

6. Third-party assets, stock, fonts and open source

Fonts, stock photography and footage, music libraries, software, templates, plug-ins and platform elements used in deliverables remain subject to their own licence terms, which may impose seat, territory, print-run, channel or attribution limits. RVZ identifies material restrictions known to it; the client may not use an asset outside the licensed scope or extract or resell it (Terms clause 15.6; Schedule 5.6). Open-source and Creative Commons material is used only after licence-compatibility approval, with evidence of source, licence and attribution retained; a free download is not proof of commercial-use rights. No pirated, unlicensed or

unlawfully scraped material is incorporated in any deliverable.

7. Client materials and warranties

Clients retain the rights in the logos, artwork, photographs, copy, product information, music and other materials they supply, and grant RVZ a limited licence to use them only to perform and document the services (Terms clause 15.2). The client warrants that it holds the rights, releases and lawful basis needed for RVZ's instructed use, and that factual advertising claims are substantiated; RVZ will raise an apparent infringement or unlawful instruction it identifies and may decline to proceed (Terms clause 15.3). Shop customers who upload artwork for custom items give the same warranty.

8. Trade marks and brand assets

8.1 "RVZ", "RVZ International Group", the RVZ shield and wordmark, the division names and marks (RVZ Personnel Services, RVZ Marketing & Design, RVZ Productions, RVZ Events, RVZ Travel, RVZ Business Solutions, RVZ Shop) and the associated logos, colour schemes and trade dress are trade marks of RVZ International Group (Pty) Ltd, protected under the Trade Marks Act 194 of 1993 where registered and at common law (passing off) in all cases. Other names and marks on our sites belong to their respective owners.

8.2 Our marks and brand assets may be used only under approved brand controls: you may refer to RVZ by name in plain text to describe a genuine relationship or to identify our goods and services truthfully; you may not use our logos, alter our marks, register or use a confusingly similar name, domain or social handle, or use our marks in a way that suggests sponsorship, affiliation or endorsement without written permission. Approved partners receive brand guidelines and files from us; approval for one use does not extend to another. Neither party to a contract acquires ownership of the other's names, marks or goodwill (Terms clause 15.8).

8.3 Requests to use RVZ brand assets (media, partners, event sponsors) should be sent to support@rvzgroup.co.za.

9. Moral rights and credits

Authors of literary, musical and artistic works and films retain the moral rights of paternity and integrity under Copyright Act section 20, and performers retain the rights conferred by the Performers' Protection Act; these are not waived by implication (Terms clause 15.7). Necessary consents, credits and permitted edits are addressed in each creative or production agreement. RVZ credits designers, photographers, writers, producers and performers where the agreement or industry practice provides and objects to derogatory treatment of its own works.

10. AI-generated material

Where a deliverable contains material generated with artificial intelligence, RVZ discloses this and obtains client approval (Terms clause 16.4). Under Copyright Act section 1(1) the author of a computer-generated work is the person who made the arrangements necessary for its creation; RVZ does not warrant that third-party AI output is exclusively protectable or free of similarity to existing works, and will use human-authored work where exclusivity or registrability matters (Terms clause 16.6). See our Responsible AI Policy.

11. Work created by employees and contractors

Under Copyright Act section 21(1)(d), copyright in a work made by an employee in the course of employment vests in the employer. RVZ's Employee NDA and Intellectual Property Agreement confirms this, provides a written assignment of any rights that do not vest automatically, and expressly does not claim works created wholly outside an employee's duties, without RVZ resources or information, and unrelated to RVZ's business. Freelancers and contractors sign written agreements addressing ownership or licence, background IP, moral rights and credits appropriate to the engagement, because without a signed writing copyright would remain with the contractor.

12. Reporting infringement and take-down

12.1 If you believe content on an RVZ site infringes your copyright, trade mark or other rights, send a notice to support@rvzgroup.co.za containing: your full name, address and contact details; identification of the right and the work; the exact location (URL) of the allegedly infringing material; the basis of your claim of ownership or authority; the remedial action requested; and a statement, signed (electronically is acceptable), that the notice is made in good faith and that the information is true and correct, as contemplated by ECTA section 77 and Terms clause 12.6.

12.2 We acknowledge notices within 3 business days, may preserve evidence and restrict access pending verification, and act expeditiously on a valid notice. A person who knowingly submits a materially false notice is liable for resulting damages (ECTA section 77(2)). RVZ does not make retaliatory or misleading take-down demands against others.

12.3 Suspected infringement of RVZ's own rights, or counterfeit RVZ merchandise, may also be reported through the same address. RVZ enforces its rights through the courts, the Companies Tribunal (company-name disputes), the ZADNA alternative dispute-resolution procedure (.za domain names) and the Counterfeit Goods Act 37 of 1997 where applicable.

13. Legal references

- Copyright Act 98 of 1978 — ss 1 (definitions, including "author" and "computer program"), 2–5 (works eligible), 6–11B (nature of copyright in each class of work), 9A (needytime royalties), 12–19B (exceptions and fair dealing), 20 (moral rights), 21 (ownership, including employees and commissioned works), 22 (assignment and licences), 23–24 (infringement and civil remedies), 27 (offences) and 28 (restrictions on importation).
- Performers' Protection Act 11 of 1967 ; Trade Marks Act 194 of 1993 — ss 9–10 (registrability), 34 (infringement) and 35 (well-known marks); Designs Act 195 of 1993 ; Counterfeit Goods Act 37 of 1997 ; Merchandise Marks Act 17 of 1941 .
- Electronic Communications and Transactions Act 25 of 2002 — ss 73–77 (service-provider liability and take-down notification).
- Consumer Protection Act 68 of 2008 — ss 24–25 (product labelling, trade descriptions and grey-market goods) and 41 (misleading representations, including of affiliation).
- Companies Act 71 of 2008 ss 11 and 160 (company names and disputes); ZADNA Alternative Dispute Resolution Regulations under ECTA Chapter X.
- International — Berne Convention for the Protection of Literary and Artistic Works; WTO Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS); Rome Convention (performers, producers and broadcasters); Paris Convention for the Protection of Industrial Property; WIPO Copyright Treaty and Performances and Phonograms Treaty.
- Master Terms and Conditions — clauses 12.6 (take-down), 15 (intellectual property and client materials), 16.4–16.6 (AI) and Schedules 4–6.

This page is the public edition of the intellectual-property and brand-asset elements of RVZ's policy POL-IP-01 and reflects the law as at the date shown above. Copyright amendment legislation is pending in South Africa; RVZ will update this notice when it commences. It is not legal advice.

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